

Terms & Conditions for the University of Southampton:

1. Online Payments

1. ONLINE PAYMENT TERMS

The following Online Payment Terms ("Online Payment Terms") apply to the online payment facility operated by the University of Southampton. By submitting a payment on this site you are agreeing to these Terms.

1. Definitions

"Tuition Fees"	means the fees payable by the Student in respect of a Programme as specified at www.webpayments.soton.ac.uk
"Accommodation Charges"	The charges payable by the Student in respect of the Student's residence in accommodation provided by the University, as specified from time to time by the University and detailed in the Payment Schedule included with the Student's offer of
"Card"	means the debit or credit card used by the Payer to make a Payment;
"Payer"	means the person making a Payment;
"Payment(s)"	means a payment or payments made to the University by any person using the Online Payment facility on this website.
"Programme"	means a course of study or programme of research at the University;
"Refund Policy"	means the policy set out here for tuition fees, and http://www.southampton.ac.uk/studentservices/student-living/accomm/halls-contract.page for accommodation fees.
"Student"	means a person enrolled or, where appropriate, intending to enrol with the University for a Programme or Programmes;
"University"	means University of Southampton.

2. Applicability

2.1 These Online Payment Terms apply to the Payment of Fees only.

2.2 Payments may only be made by or on behalf of Students who have registered with the University and been given a Student ID which may be used for this website.

2.3 All Payments must be made in Pounds Sterling. Any currency conversion costs or other charges incurred in making a Payment shall be borne by the Payer, and shall not be deductible from the amounts due to the University.

3. No Contract

The Payment of any sums for Tuition Fees and/or Accommodation Charges and/or any other sum payable by or on behalf of the Student shall not of itself constitute an agreement between the University and the relevant Student or, if different, the Payer. Only upon acceptance by the University of a request for enrolment by a Student on a Programme shall a contract come into being for the Student only with regard to such Programme. In respect of accommodation, the University shall only be bound to provide such accommodation when the Student has completed the accommodation agreement at <https://studentaccommodationservices.soton.ac.uk/eacom/login/start.do> and the University has received, where applicable, the appropriate prepayment.

4. Overpayments and Refunds

4.1 Payments for Fees will be applied to the Student's University account in accordance with the details submitted electronically.

4.2 In the event that an overpayment is made in respect of any Fees, the credit balance arising will be used to offset any debt or invoice on the Student's account (whether arising from tuition, accommodation, or any other legitimate charge) in due date order.

4.3 If there is no other debt or invoice, then the credit balance will be refunded in accordance with the University's normal policy. The links to these policies can be found above, in the 'Definitions' section under 'Refunds Policy'.

4.4 Where a refund of Tuition Fees or Accommodation Charges is sought for any other reason, the University's refund policy in force at the date the refund is sought (the current version of which is set out at the various websites in 4.3) shall apply.

5. Recurring Payment Mandate

5.1 If the Payer selects the option to allow the University to collect recurring payments from the relevant Card in respect of all Fees incurred by the Student during the period in which the Student is a student at the University, the Payer is thereby authorising the University to collect payment of Fees as they fall due from the relevant Card. The University shall use all reasonable endeavors to contact the Payer in advance of all such collections confirming the details of the sums falling due and the payment date.

5.2 The University reserves its rights to refuse to allow the collection of recurring payments from a Card as detailed in clause 5.1 above, including without limitation in the event that the Student fails to give permission for the University to disclose details of Fees due to a third party Payer.

5.3 In the event that a Payer authorises recurring payments as detailed in Clause 5.1 above but the expiry date of the relevant Card predates the date that any Fees are due, the University shall use reasonable endeavors to contact the Payer and the Student giving reasonable notice of such expiry before any Fees falling due after the expiry date of the relevant Card becomes due, but the University shall have no liability for any failure to contact the Student or the Payer.

5.4 The Payer hereby consents to the disclosure of the Card expiry information referred to in Clause 5.3 to the Student by the University in the circumstances detailed in Clause 5.3.

5.5 The Payer may cancel its instructions to the University to collect future payments from its Card by giving the University at least 10 days notice in writing to Student Fees, Student Services Centre, University of Southampton, George Thomas Building, Highfield Campus, Southampton, SO17 1BJ. The University shall confirm in writing to the Payer's email address such cancellation and, where the Payer is not the Student, the Payer consents to the University providing notice of such cancellation to the relevant Student.

5.6 If the Card is due to expire in the circumstances set out in Clause 5.3, or if the Payer gives notice of cancellation of its payment instructions in accordance with Clause 5.5, the University shall be entitled prior to the relevant expiry date or end of the cancellation notice period (as appropriate) and on notice to the Payer to collect payment from the relevant Card of all Fees payable to the University in respect of the relevant Student.

5.7 In the event that the University is unable for any reason to collect any payment for all or any part of the Fees from the Card, all outstanding Fees for the relevant Student (including all remaining instalments) shall become due and payable immediately by that Student.

6. Payer Undertakings

The Payer confirms and undertakes that:

6.1 the data input into the Online Payment facility is true and accurate;

6.2 the Payer is authorised to make the relevant Payments or any of them; and that

6.3 in making any Payment the Payer is not breaching any third party rights and is not acting fraudulently or in breach of any laws or regulations; and

6.4 the data input by the Payer will not contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information; nor will such data cause the University website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of this website is in any way impaired.

7. Access To Online Payment Facility

7.1 The University shall take all reasonable care to ensure that the Online Payment facility is available and functioning at all times, but it does not guarantee continuous, uninterrupted or secure access to such facility, nor does it guarantee that the facility is virus or error free. The University Online Payment facility is accordingly provided "as is" and as and when available, and to the extent permissible by law the University hereby excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance, or the security of the facility. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

7.2 The University shall also endeavor to procure that Payments are processed in a timely

manner, but the University makes no representations or warranties regarding the amount of time needed to complete processing because such processing is dependent upon many factors outside of the University's control, such as delays in the banking system or in card networks.

7.3 The Payer acknowledges that access to the Online Payment facility may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. The University will attempt to provide reasonable notice of any scheduled interruptions to such facility and shall endeavor to restore the facility as soon as reasonably possible.

8. Limitation of Liability

The University shall only be liable to the Payer for loss or damage caused directly by the University's negligence or breach of these Online Payment Terms and the University's liability in these circumstances is limited as set out in the rest of this Clause 8. The University shall not be liable to the Payer for any loss or damage which the Payer may suffer as a result of using the Online Payment facility, including, without limitation losses resulting from:

- (a) the Payer's access to websites other than the University's; or
- (b) the access by persons other than the Payer to the Payer's data.

In no event shall the University, its affiliates, subsidiaries, agents, suppliers and/or subcontractors be liable for any of the following types of loss or damage arising under or in relation to the use of the Online Payment facility:

- (a) any loss of profits, goodwill, business, contracts, revenue, or anticipated savings; or
- (b) any loss or corruption of data; or
- (c) any indirect or consequential loss or damage whatsoever.

Nothing in these Online Payment Terms shall limit the University's liability for death or personal injury resulting from the University's negligence or that of its subcontractors.

The University's liability and the liability of its affiliates, subsidiaries, agents, suppliers and subcontractors to the Payer and any third parties in any circumstances is limited to the greater of (a) the amount of Fees the Payer has paid to the University in the 12 months prior to the action giving rise to liability, or (b) the value of the Payment giving rise to the dispute.

9. Terms

These Online Payment Terms are in addition to and incorporate the Terms and Conditions of Use of this website at to the extent that where there is an inconsistency between these Online

Payment Terms and the Terms and Conditions of Use of this website, the Online Payment Terms shall prevail.

10. Governing Law

These Terms and Conditions are governed by and to be construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the English courts.